

1 Christian W. Hancock - 027744
2 BRADLEY ARANT BOULT CUMMING
3 LLP
4 Truist Center
5 214 North Tryon Street, Ste. 3700
6 Charlotte, NC 28202
Telephone: (704) 338 6089
chancock@bradley.com

*Attorneys for Defendants Paramount Residential
Mortgage Group, INC., and Cenlar FSB*

G. Benjamin Milam (*Admitted Pro Hac
Vice*)
BRADLEY ARANT BOULT CUMMING LLP
Truist Center
214 North Tryon Street, Ste. 3700
Charlotte, NC 28202
Telephone: (704) 338-6000
bmilam@bradley.com

7 **IN THE UNITED STATES DISTRICT COURT
8 FOR THE DISTRICT OF ARIZONA
9 PHOENIX DIVISION**

10 George Calcut, *et al.*,
11 Plaintiffs,
12 v.
13 Paramount Residential Mortgage Group
14 Incorporated, *et al* Defendants.

Case No. 2:22-cv-01215

**DEFENDANTS' STATEMENT OF
MATERIAL FACTS IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT**

15 Defendants Paramount Residential Mortgage Group, Inc. (“PRMG”) and Cenlar
16 FSB, (“Cenlar”) pursuant to the Federal Rule of Civil Procedure 56, and Local Rule 56.1,
17 respectfully submit this Statement of Material Facts in support of their Motion for Summary
18 Judgment and respectfully state as follows:
19

20 1. On April 17, 2020, Plaintiffs obtained a mortgage loan from PRMG in the
21 amount of \$253,800 (the “Loan”), with a 2.750% interest rate. *See Ex. A-1* (Note), *Ex. A-*
22 *2* (Deed of Trust).

23 2. Plaintiffs requested and were allowed to put their loan in forbearance in
24 November 2020. On May 28, 2021, Plaintiffs contacted Cenlar stating they were interested
25 in ending the forbearance and inquiring about loss mitigation options which would allow
26 them to begin making payments once again. *See Ex. A* (D. McCormick Aff.) at ¶ 13.

1 3. On June 1, 2021, Cenlar sent Plaintiffs a letter confirming they were approved
 2 for a trial payment plan, which, if completed would make Plaintiffs eligible for VA Disaster
 3 Modification. *See Ex. A-7* (06.01.2021 Trial Payment Plan Letter). The letter provided the
 4 projected loan terms for the loan modification including the estimated new principal
 5 balance, an estimated an interest rate of 3.5%, and projected principal and interest payments.
 6
 7 *Id.*

8 4. Plaintiffs submitted complaints to the Consumer Financial Protection Bureau
 9 regarding the loan modification process and regarding a reporting of delinquency on their
 10 loan for July 2021. On August 5, 2021, Cenlar and PRMG responded to the Plaintiffs'
 11 complaints submitted to the Consumer Financial Protection Bureau ("CFPB"),
 12 acknowledging an error in reporting Plaintiff's loan as delinquent for July 2021, but denying
 13 any error as to Plaintiffs' loan modification. *See Ex. A-12* (08.05.2021 CFPB Complaint
 14 Response).

15 5. On August 16, 2021, in response to a credit dispute submitted by Mr. Calcut,
 16 Cenlar submitted an ACDV response to correct the previous reporting of delinquency for
 17 July 2021. *See Ex. A-11* (ACDV Reports).

18 6. On August 18, 2021, Trans Union issued a credit report showing the credit
 19 reporting issue had been corrected and the loan was reported as current and "paying as
 20 agreed." *See Ex. B* (Trans Union Documents).

21 7. On August 25, 2021, Experian issued a credit report showing the credit
 22 reporting issue was corrected, and the loan was reported as current. *See Ex. C* (Experian
 23 Documents).

1 8. On September 15, 2021, Plaintiffs accepted a permanent loan modification
 2 which capitalized past due amounts, extended the loan term, and increased the interest rate
 3 to 3.375%. **Ex. A-9** (Executed Loan Modification).
 4

5 9. On September 18, 2021, in response to a new credit dispute submitted by Mr.
 6 Calcut, Cenlar again submitted an ACDV response showing the account was current and
 7 there was no past due amount for July 2021. **Ex. A-11**.
 8

9 10. On or about October 12, 2021, Cenlar began utilizing the Veterans Assistance
 10 Partial Claim Program as a loss mitigation option for borrowers with VA loans. *See Ex. A*
 11 at ¶ 18.
 12

13 11. On October 26, 2021, Cenlar and PRMG timely responded to the Plaintiffs'
 14 second complaint submitted to the CFPB, again acknowledging a credit reporting error in
 15 reporting Plaintiff's loan as delinquent for July 2021, but denying any error as to Plaintiffs'
 16 loan modification. *See Ex. A-13* (10.26.2021 CFPB Complaint Response).
 17

18 12. On October 28, 2021, in response to a new credit reporting dispute from Mr.
 19 Calcut, Cenlar submitted an ACDV response showing no past due amount for July 2021.
 20 **Ex. A-11**.
 21

22 13. On October 28, 2021, Equifax issued a report showing the credit reporting
 23 issue had been corrected, and the loan was reporting as current. *See Ex. D* (Equifax
 24 Documents).
 25

26 14. On May 31, 2022, Plaintiffs refinanced their loan with United Trust Bank
 27 ("UTB"). *See Ex. E* (UTB Mortgage). The new loan increased Plaintiffs' interest rate to
 28 4.75%. Plaintiffs paid off the Loan, paid off \$36,283.00 in credit card debt, and received
 2

1 \$101,297.72 in cash from the refinance. *Id.*; *see also Ex. F* (UTB Closing Disclosures),
2 **Ex. G** (George Calcut Dep.) at 47:17–48:6.
3

4 15. In his deposition, Plaintiff George Calcut admitted the reason for the delay in
5 closing the refinance of the loan with UTB was because Plaintiffs had to “complete six
6 months of payments before United Trust or anybody else would touch me” following the
7 loan modification. **Ex. G** (George Calcut Dep.) 112:4 – 113: 17.
8

9 Respectfully submitted,
10

11 s/ G. Benjamin Milam
12 CHRISTIAN W. HANCOCK #027744
13 chancock@bradley.com
14 (704) 338-6116 (Phone)
15 (704) 338-6089 (Facsimile)
16 G. BENJAMIN MILAM (*Admitted Pro Hac Vice*)
17 bmilam@bradley.com
18 (704) 338-6000 (Phone)
19 (704) 332-8858 (Facsimile)
20 BRADLEY ARANT BOULT CUMMING LLP
21 Truist Center
22 214 North Tryon Street
23 Ste 3700
24 Charlotte, NC 28202
25
26
27
28

29 *Attorneys for Defendants*